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TA/6549

7/1/2005-6/30/2009

AGREEMENT

BETWEEN THE

SUPERINTENDENT OF SCHOOLS
WORCESTER CENTRAL SCHOOL DISTRICT

and

WORCESTER CENTRAL SCHOOL TEACHERS' ASSOCIATION
NYSUT/AFT/AFL-CIO LOCAL 3129

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ARTICLE 1
RECOGNITION

- 1.1 The Worcester Central Board of Education, having determined that the Worcester Central Teachers' Association is supported by a majority of the teachers and licensed teaching assistants in a unit composed of all regularly employed full-time and part-time professional, certified personnel and long-term substitutes who serve, at the minimum, the equivalent of one (1) full semester or more in the same appointment, except per diem substitutes and administrative personnel, hereby recognizes the Worcester Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Unchallenged representation status shall extend for the maximum period permitted by law.
- 1.2 The Board agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

ARTICLE 2
NEGOTIATION PROCEDURES

- 2.1 Negotiations for a successor agreement shall not begin sooner than five (5) calendar months prior to the expiration of this contract except by mutual consent of the parties.

ARTICLE 3
LEAVES

- 3.1 Sick Leave
 - 3.1.1 At the beginning of every school year, each teacher shall be credited with fourteen (14) days of sick leave, eleven (11) of which shall be personal sick leave, and three (3) of which shall be used as illness in the "immediate family" (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law, domestic partner, or other persons at the discretion of the Chief School Officer) for the purpose of being with the seriously ill person. Any of the eleven (11) personal illness days not used are cumulative to two hundred twenty (220) days.
 - 3.1.2 Part-time teachers shall receive a proportionate number of sick leave days, according to their full-time equivalent teaching time. Part-time proration means the same number of days as the employee's normal workday. I.E. A 50% time teacher would receive the equivalent of fourteen (14) one-half (1/2 or .5) days.

- 3.1.3 The parties acknowledge that the District may require a physical or mental examination by a physician of the District's choice pursuant to Section 913 of the Education Law.
- 3.1.4 No later than September 30, the District will provide each member of the bargaining unit with a written notification of the total accumulation of sick leave days.

3.2 Sick Leave Bank

- 3.2.1 A Sick Leave Bank will be established and operated by the following regulations:
- 3.2.2 There will be a Board of Directors in charge of executing all business of the Bank.
- 3.2.3 The Board of Directors will consist of two (2) members of the Association, one (1) Board member, and one (1) administrator.
- 3.2.4 Each full-time member of the unit and part-time unit member employed for more than three years will be eligible to participate after three (3) years of continuous service to the District or upon gaining tenure with the District, whichever comes first. Any eligible teacher who does not join the bank when first eligible may join during the latter enrollment period, but must work a minimum of ninety (90) workdays prior to being eligible for use of any days from the bank.
- 3.2.5 Eligible teachers will be accepted into the bank only in September, January or at any other month by special permission of the Board of Directors.
- 3.2.6 Voluntary deposits of a minimum of three (3) to a maximum of five (5) days will be contributed to the bank by each first time enrollee. Additionally, one (1) day per year will be deposited by each enrolled teacher as of September 1st of each school year or at other months by special permission of the Board of Directors. Part-time unit member contributions shall be pro-rated.
- 3.2.7 At no time will the maximum number of days in the sick leave bank be allowed to exceed two hundred seventy-five (275). If the bank is at such maximum, no additional days will be deposited until the bank is reduced below such maximum.
- 3.2.8 Any participating member wishing to withdraw from the Bank or who is leaving the District will forfeit any days he/she has contributed.
- 3.2.9 The Sick Leave Bank will be restricted to extended catastrophic illness requiring medical attention and hospital care. The Sick Leave Bank will not apply to situations where Worker's Compensation is applicable.

- 3.2.10 Participating members may only withdraw days after their own sick leave time has been depleted.
- 3.2.11 Written application for use of the sick leave bank should be submitted as soon as the need becomes apparent, and must be signed by the teacher and his/her physician. Such application shall include a physician's verification of extended, catastrophic illness. The Board of Directors or the District may request periodic verification of the need for sick leave days through the employee's physician or the school physician.
- 3.2.12 The Board of Directors must reach a decision on a member's application within ten (10) days. All decisions are final.
- 3.2.13 As a Sick Bank member, one may withdraw a maximum of sixty (60) days during one (1) school year.
- 3.2.14 An individual whose illness extends into a second year must reapply to the Bank.
- 3.2.15 All days that remain in the Bank at the end of the year will be carried over into the following school year.
- 3.2.16 Any changes in the rules must be jointly agreed upon by the Association and the Board of Education after submission by the Sick Bank Board of Directors.
- 3.2.17 The Board of Directors will review all grants at thirty (30) day intervals.
- 3.2.18 Annual reports from the Board of Directors must be submitted to both the Association and the Board of Education.
- 3.2.19 A committee comprised of one person appointed by the Superintendent of Schools and two persons appointed by the President(s) of the Association shall be established and maintained. This committee shall promulgate rules and regulations necessary for the effective and efficient operation of the Sick Leave Bank. Such rules shall, however, be subject to the approval of the Association and the District.
- 3.2.20 Sick Leave Bank Overage

When the sick leave bank has reached a maximum of two hundred seventy-five (275) days, the parties agree to the following:

A Supplemental sick leave bank will be established for the sole purpose of allowing new bargaining unit members the right to participate in the sick leave bank benefit set forth in the current agreement and as an accounting mechanism for those days over the 275 maximum set forth in the current agreement.

First time enrollees will have the ability to voluntarily deposit into a supplemental sick leave bank a minimum of three (3) to a maximum of five (5) days.

The supplemental sick leave bank will be used to replenish the sick leave bank before the main bank days are used when the main bank falls below the maximum of two hundred seventy-five (275) days.

3.3 Personal Business Leave

- 3.3.1 At the beginning of every school year, each teacher shall receive (3) days to be used for the teacher's personal business. Personal business shall be defined as matters of urgent business, which cannot be scheduled outside of regular hours. A teacher planning to use personal leave shall file a written request with the Superintendent at least one (1) week in advance, except in cases of emergency.
- 3.3.2 Part-time teachers shall receive a proportionate number of personal leave days, according to their full-time equivalent teaching time.
- 3.3.3 {Part-time proration means leave time at the same percentage as employee's workday. I.E. A 50% time teacher would receive the equivalent of fourteen (14) one-half (1/2 or .5) days.}
- 3.3.4 While no reason need be given, the following reason(s) are examples sufficient to warrant a personal business day:
 - 3.3.4.1 Funeral
 - 3.3.4.2 Wedding
 - 3.3.4.3 Graduation
 - 3.3.4.4 Paternity
 - 3.3.4.5 Real Estate Closing
 - 3.3.4.6 Legal Business
 - 3.3.4.7 Accident
- 3.3.5 Unused personal days shall accumulate as sick leave.
- 3.3.6 The Board reserves the right to give consideration to other requests for leave. Upon completion of personal leave days, a teacher may apply for and, upon the approval of the Chief Executive Officer, be granted up to three (3) additional days per school year which shall be charged against his/her sick leave.

3.4 Child Rearing Leave

- 3.4.1 Full-time teachers shall be entitled to a leave of absence without pay or increment for child rearing purposes as follows:

3.4.1.1 A teacher may request and shall be granted an unpaid leave of absence for child rearing or bearing in which case the leave may commence at any time prior to the onset of pregnancy-related disability.

or

3.4.1.2 A teacher may request and shall be granted an unpaid leave to commence immediately following the period of pregnancy-related disability as determined by the teacher's physician; or in the case of adoption of a preschool child, on the date of adoption. A physician's statement may be required to verify the employee's ability to perform normal duties during pregnancy.

3.4.2 A teacher may utilize accumulated sick leave for the actual period of pregnancy-related disability prior to the unpaid leave of absence, but is not entitled to use such sick leave during the unpaid leave of absence. The teacher's attending physician must certify the dates that her physical disability prevents her from working, to determine sick leave usage.

3.4.3 All child-rearing leaves will be granted upon written application to the Superintendent. Such application shall be made at least three (3) months before the expected birth except in the case of adoption, where the teacher is required to give as much notice as possible.

3.4.4 Such leave shall be granted for a period not to exceed eighteen (18) months. However, for the sake of program continuity, the parties will agree, if possible, to a return, which would coincide, with the beginning of a semester.

3.4.5 In the event that both mother and father are employed by the District, there shall not be a duplication of child rearing leaves, and only one (1) individual shall be granted leave at any one time.

3.4.6 In the case of an interrupted pregnancy, the leave may be terminated upon written request of the teacher and approval of the Board, accompanied by the certification of a physician that the teacher is physically fit to resume work. Such request shall be submitted at least thirty (30) days before the date upon which the teacher wishes to return to work. Consistent with education law, the District may require a confirming opinion by the school physician.

3.4.7 For non-tenured teachers, child-rearing leave shall not serve in lieu of service in meeting the requirement for serving the probationary period. A teacher will not accumulate additional leave days during child rearing leaves.

3.5 Unpaid Leaves of Absence

- 3.5.1 Additional leaves of absence without pay not to exceed one (1) year may be granted to tenured teachers at the discretion of the Board, and upon the recommendation of the Superintendent.
- 3.5.2 In order to be eligible for an unpaid leave for personal or familial illness, a teacher must have exhausted all applicable sick leave accruals prior to the commencement of the unpaid leave of absence; and provide written substantiation and documentation of such illness by a physician.
- 3.5.3 All requests for leaves under this section shall be submitted in writing to the Superintendent or his/her designee at least ninety (90) days prior to the desired commencement date of the leave. The request shall specify the desired dates on which the leave would commence and end, and the reason for such leave. Requests for leave made less than ninety (90) days prior may be considered at the discretion of the Superintendent.
- 3.5.4 Whenever a teacher is granted an unpaid leave of absence, he/she may not earn annual leave benefits during the period of the leave. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and he/she will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to the most comparable position which is available.
- 3.5.5 A teacher who returns from such leave will be placed on the same level of the salary schedule to which he/she was entitled when the leave commenced, except that a teacher having served at least one hundred twenty (120) school days in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.
- 3.5.6 Any teacher, for the duration of his/her leave of absence shall be entitled to the continuation of all insurance benefits, at his/her own expense."

3.6 Sabbatical Leave

3.6.1 Policy

- 3.6.1.1 Sabbatical leaves for professional development may be made available to full-time members of the academic staff who meet the requirements set forth in the sabbatical leave policy. The objective of such leave is to increase each person's value to the system and thereby improve and enrich its program. Such leave shall be regarded as a reward for service, not as a vacation or rest period occurring automatically at stated intervals. It is recognized

that a sabbatical leave of absence with pay is a fringe benefit for services previously rendered.

3.6.2 Purpose

3.6.2.1 Sabbatical leaves shall be granted to fulfill college requirements. Such leaves may also be granted for educational travel as deemed appropriate by the Board of Education.

3.6.3 Eligibility

3.6.3.1 Members of the Academic staff having continuing appointments, who have completed at least six (6) consecutive years of service within the system, or who, if they previously have had a sabbatical leave, have completed at least five (5) consecutive years of service within the system from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave, leaves of absence other than vacation leave and sick leave with salary, and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service. Members of the academic staff, who are conscripted or who enlist in the Armed Forces, will have the time spent in active duty included toward the consecutive years of service.

3.6.4 Number

3.6.4.1 Not more than one (1) of the total number of the academic staff shall be on sabbatical leave in any school year.

3.6.5 Selection

3.6.5.1 Final selection and granting of sabbatical leave shall be made by the Board of Education.

3.6.6 Terms and Conditions

3.6.6.1 Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1/2) salary, or for periods of one-half (1/2) year, at rates not to exceed the full salary. Those on sabbatical leave may, with the prior approval of the superintendent and Board of Education, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leave.

3.6.7 Procedure

3.6.7.1 Applications shall be submitted as follows: one (1) Copy to the Board, and one (1) copy to the Faculty Association. The Faculty Association shall make a recommendation to the Board from those applicants for a given year. The Board shall consider but shall not be held to the approval of the Faculty recommendation, but shall state the reason for any other choice.

3.6.7.2 Applications shall be submitted no later than March 1, if the applicant plans to leave in September, or by October 1 if the applicant plans to leave in January. Such requirements can be waived by the Superintendent and Board of Education. Each application shall include a statement outlining the program to be followed while on leave, and state that the applicant intends to continue as a member of the staff.

3.6.8 Status While on Sabbatical Leave

3.6.8.1 The individual on sabbatical leave is considered to be in the employ of the Board of Education and shall have a salary agreement. The individual on a sabbatical leave is entitled to any benefits provided by the Board of Education.

3.6.9 Upon return from sabbatical leave, the individual is to be restored to his or her former position or any other position by mutual agreement. Any individual on a sabbatical leave is allowed credit toward retirement for time spent on sabbatical leave.

3.6.10 Return to District

3.6.10.1 It is the responsibility of the teacher on sabbatical leave to agree in writing to return to the District and teach at least two (2) years. Any fraction of this requirement not fulfilled will mandate that the salary paid during that leave will be reimbursed back to the District in proportion thereof. Salary shall be defined as a teacher's total base salary, credit hour compensation and graduate degree compensation.

3.6.10.2 All applicants, at the time of request for a sabbatical leave, shall be required to sign an affirmative statement attesting to the above commitment.

3.7 Association Leave

3.7.1 The District shall grant to the President of the Association, or a designee, two (2) days release time for the purpose of attending the NYSUT Representative

Assembly. The District will pay the substitute's salary for the second day of such absence.

- 3.7.2 The Superintendent shall be notified in writing at least ten (10) days in advance of such meeting except where short notice makes compliance impracticable; in such cases, notice shall be given at the earliest possible date.

3.8 Application of Leave Provisions

- 3.8.1 Any teacher who violates his/her leave privilege is liable to the District for his/her salary for the day in which such violation occurs.
- 3.8.2 With the exception of genuine disabilities, one leave benefit may not be used to extend another by the same individual, or to extend a vacation.
- 3.8.3 It is understood that none of the leave benefits available to professional employees under this agreement are intended to be taken concurrently by the same individual.
- 3.8.4 Approved unpaid, long-term leaves of absence are understood to be interruptions of the probationary period and not in lieu of a portion of the services required in fulfillment of the probationary period. Similarly, they are not credited toward seniority.

ARTICLE 4

CLERICAL AIDE

- 4.1 A clerical aide shall be hired for one and one-half (1.5) days per week to assist teachers, K-12, in the performance of non-teaching duties.

ARTICLE 5

SUBSTITUTE TEACHERS

- 5.1 A substitute teacher shall be hired for all academic and special subject areas, whenever possible, in the absence of the regular teacher. Members of the bargaining unit shall not be required to perform the duties or tasks of absent teachers, except in cases of emergency.
- 5.2 The District will establish a list of qualified substitutes in each area of certification. Such list shall be available to the Association and individual teachers.
- 5.3 Every effort will be made to select qualified substitutes from the list for absent teachers. The recommendation of the teacher with respect to the substitute employed for that teacher shall be given due consideration.

- 5.4 A long-term substitute who serves, at the minimum, the equivalent of one (1) full semester or more in the same appointment shall be considered a part of the bargaining unit; and would be placed on the appropriate salary step, but would not receive fringe benefits if the regular teacher encumbering the position was receiving fringe benefits while on leave from the position.

ARTICLE 6

ADDITIONAL STUDY

- 6.1 Additional study is encouraged strongly in areas where revisions are being made in courses such as social studies, math, science, health, etc.
- 6.2 All courses for credit will be related to the teacher's subject matter areas but may include, as well, electives conventionally regarded as collateral to the subject matter and isolated courses that are functional to teaching effectiveness. Sustained programs of study to develop entirely new specializations are excluded.
- 6.3 Any course work, which meets the criteria, set forth in Section "6.2" shall be approved. Course work, which may not meet the above criteria, shall be subject to prior approval or disapproval by the Superintendent.
- 6.4 The Superintendent's decision shall be made within a reasonable time following the initial request.
- 6.5 Effective July 1, 1993, tuition payment shall be limited to a maximum of \$180 per hour.
- 6.6 In such instances, teachers will not receive any credit hours upon the salary scale.
- 6.7 It is also agreed that teachers must be tenured to qualify and that teachers must be actively employed and providing services in the District at the time of application and for the duration of study.

ARTICLE 7

ASSISTANCE TO STUDENTS

- 7.1 Special help classes after school or during the activity period shall be held on all grade levels.

ARTICLE 8

TEACHER'S OTHER DUTIES

- 8.1 Teachers are required to assist with and advise scheduled student activities and presentations.

ARTICLE 9

STUDENT TEACHERS

- 9.1 If a teacher agrees to accept a student teacher, it shall be the teacher's duty to prepare and supervise that student teacher.

ARTICLE 10

PROFESSIONAL RESPONSIBILITY

- 10.1 Observe and encourage high standards of dress, manners, and conduct; be prompt to school, classes, and to other assignments; maintain discipline consistent with school rules and report infractions of rules or standards.

ARTICLE 11

HEALTH COVERAGE/DENTAL INSURANCE

- 11.1 The District shall pay the following percentages of health coverage premiums:

Year	Employee pays Individual Coverage	Employee pays Family Coverage
2005-06	\$175	15% of actual premium
2006-07	\$225	15% of actual premium
2007-08	\$ amount equal to 5% of premium	15% of actual premium
2008-09	5% of actual premium	15% of actual premium

CDPHP – The individual rates will be as stated above. The district shall pay 75% of the health coverage premium for dependents based on the past practice formula of subtracting the individual premium from the family premium before calculating the percentage on family premium.

- 11.2 The District shall make available to bargaining unit members an Internal Revenue Service (IRS) 125 Plan as long as such plan is allowable under IRS rules and regulations. The District and the Association shall mutually select the plan administrator. Any costs of administration of the plan shall be assumed by the individual participating teacher. Participation in the 125 Plan shall be limited to payroll deduction for employee premium contributions, dependent care and unreimbursed medical expenses.
- 11.3 The District will pay the sum of \$1,000 for Individual Health Coverage and \$1,000 Family Health Coverage to each eligible unit member who authorizes a “buyout” in place of Health Coverage provided the unit member produces proof of existing and continuous coverage elsewhere. Such payment shall be made in two (2) equal installments. The first payment shall be made in the last pay period in December and the final payment shall be made in the last pay period in June.

11.4 In the event of an employee who rejoins the plan due to one of the above circumstances, the employee will receive a prorated amount of the buyout. In the event she/he has received funds, which exceed the prorata amount due at the time she/he rejoins, she/he must repay the District such amount. Effective July 1, 1998, the prescription drug co-payment shall be changed to \$5.00 - Generic/\$10.00 - Brand Name.

11.5 Individual Dental

11.5.1 Such a Dental Plan shall be the Blue Cross/Blue Shield Schedule A, Individual.

100% for employees

11.6 Retiree Health Care Coverage

11.6.1 The District shall pay the following percentages for health care coverage for eligible retirees with ten (10) or more years of district service:

60% for the employee
40% for dependent coverage.

11.6.2 This 60/40 coverage will be for the retirees who retire on or after 7/1/99 and continue with Family coverage, if they have to cover dependents. However, if they select 2 individual plans for coverage instead of a Family Plan the district will pay 70% on the retiree and 40% on the spouse. Also the single retiree who retires after 7/1/99 will have 70% of the cost covered by the district.

11.6.3 Employees do not have to participate in the plan for ten (10) years and may join at any time prior to retirement.

ARTICLE 12

CONFERENCES/INSERVICE CREDIT

12.1 Attendance at all conferences is subject to approval by the Board of Education. Approved conference attendance qualifies the teacher for reimbursement of reasonable expenses, as substantiated by vouchers. Requests for conference attendance must be in the Superintendent's Office fifteen (15) days prior to the date of the conference.

12.2 All approved in-service courses taken after July 1, 1990, when totaling twelve (12) hours, shall be converted to one (1) graduate credit for compensation purposes. Compensation shall be for those in-service courses, which are taken/completed on the employee's own, time and have been approved at the sole discretion of the Superintendent.

- 12.3 Following each Board approved conference, the staff member(s) who attended will, if requested by the Board or Administration, make an appropriate presentation to the other staff and/or Board.

ARTICLE 13

TEACHER OBSERVATION/EVALUATION

- 13.1 Evaluation of educational personnel is undertaken in order to improve the instructional performance of the professional staff and to determine whether or not a teacher is competent and qualified for continuing appointment.
- 13.2 There shall be a minimum of three (3) observations per school year of non-tenured teachers conducted by the Superintendent of Schools (or his/her certified designee) or by an administrative intern. Evaluations by the administrative intern may be included in the teacher's personnel file by the mutual consent of the Superintendent and the teacher. All observations will be done after the first full week in September and end after the first week in June of the school year.
- 13.3 For tenured teachers, there shall be a minimum of one (1) observation per school year by the Superintendent or his designee. All observations will be done after the first full week in September and end after the first week in June of the school year.
- 13.4 Classroom visitation, brief and informal, may be conducted by the administration or supervisory staff to casually observe the effectiveness of a teacher's performance at any time. Such brief and informal visits will not require a formal conference or the preparation of an evaluation report unless a persistent pattern of poor performance is evident. If serious inadequacies are discovered, the teacher will be advised of such and a formal observation scheduled if one is needed.
- 13.5 The use of the public address or audio systems and similar devices will not be used for teacher evaluation, but devices such as TV may be used for teacher improvement by mutual agreement of teacher and supervisor.
- 13.6 A conference will be held between the teacher and the observer within five (5) school days of the observation, unless waived by mutual consent. Teachers will be given a copy of any written evaluation at least one (1) day before a conference and a conference may be held sooner by mutual agreement. Time shall be allowed for interpretation upon presentation of the written observation to the teacher.
- 13.7 Any such report placed in a teacher's personnel file about such teacher will be signed as an acknowledgment, not as consent or agreement.
- 13.8 Teachers will have the right, upon request, to review the contents of their personnel files, except for legally confidential materials and pre-employment materials, and to make copies of any documents in their personnel file(s). A teacher will be entitled to have a representative of the Association accompany him/her during such review. Any

such review shall be conducted in the presence of the Superintendent or his/her designee in the Main Office.

- 13.9 Whenever material relative to a teacher's performance is placed in his/her personnel file, the teacher will have the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written response to the material and his/her response shall be reviewed by the Superintendent and attached to the file copy.
- 13.10 If, after consideration by both the Superintendent and the teacher, all or part of the information is found to be factually incorrect or inaccurate, that portion shall be either removed or corrected to the satisfaction of both Superintendent and teacher, and shall be witnessed by a member of the Board of Education.
- 13.11 There will be an end of the year evaluation/observation report. Observation and evaluation of teachers shall be continuous and ongoing. Administrators are encouraged to place information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. The report shall also indicate the teacher's status as a staff member, including positive and negative characteristics. Each member of the bargaining unit will receive a copy of the report prior to the last workday of the school year, except that in the case of emergency, the District may have an extra ten (10) days in which to prepare and deliver such copies.

ARTICLE 14

SUMMER CURRICULUM REVISION

- 14.1 The subject matter areas or grades be rotated.
- 14.2 Members of the Association may initiate a request for curriculum revision(s) and may make recommendations regarding the change. The administration shall make the final determination as far as priority of needs for a given summer.
- 14.3 The Board shall receive, through its administrators, a written report on the curriculum revision.
- 14.4 Compensation shall be as per Article 22.
- 14.5 The District will pay up to \$5,000.00 per year for summer curriculum work during the duration of this agreement.

ARTICLE 15

OFFICIAL DOCUMENTS

- 15.1 Upon request, the Association President shall be provided with a copy of the agenda for each open meeting of the Board of Education at the same time the agenda is mailed to members of the Board. Notification of open meetings other than those regularly scheduled will be placed in the Association President's school mailbox.
- 15.2 Upon request, approved minutes of the Board of Education shall be made available for review by representatives of the Association, and a copy shall be provided to the Association President as soon as practicable after such approved minutes are reproduced.
- 15.3 Upon request, copies of public school finance documents (such as SBM-1, ST-3, and State Aid Forms) shall be made available to the Association.

ARTICLE 16

VACANCIES

- 16.1 All vacancies in promotional positions, vacancies in coaching assignments and permanent vacancies in instructional positions shall be posted in faculty rooms. The posting notice shall describe the duties of and minimum qualifications for the position.
- 16.2 Teachers who have applied for appointment to a posted vacancy shall be informed once a selection has been made for the vacancy or a decision has been reached to not fill the vacancy.
- 16.3 Notice of vacancies in positions as described in paragraph one (1) above shall be posted for a minimum of seven (7) days, during which time teachers shall have an opportunity to submit an application for the appointment to the vacancy.
- 16.4 When vacancies in such positions occur between the close of school and September 1, the vacancy posting requirements of this article shall be satisfied by the sending of a notice of the vacancy to the Association President or his/her designee.

ARTICLE 17

DUES DEDUCTION

- 17.1 The District agrees to deduct from the salaries of teachers dues for membership in the Association and its affiliated groups when teachers individually and voluntarily authorize the District to deduct said dues, and to transmit the monies promptly to said Association. The teacher's authorization will be in writing.

- 17.2 The Association will certify to the District, in writing, the current rate of membership dues. When the rate of teachers' dues shall change, the Association will give the District thirty (30) days written notice prior to the effective date of such change.
- 17.3 Deductions will be made in twenty (20) consecutive paychecks, beginning with the second payroll in September. The District will not be required to honor, for any payroll's deduction, any authorizations that are delivered to it later than fifteen (15) days prior to the distribution of the payroll from which the deductions are to be made. If a bargaining unit member leaves paid service during the school year, the obligation for dues payment is terminated as of the end of service.
- 17.4 Teacher authorization shall be in writing in the form set forth:
DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

	(Print) Last Name	First	Middle
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Address

TO: BOARD OF EDUCATION OF WORCESTER CENTRAL SCHOOL

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Worcester Central School Teachers' Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with the Association, to deduct said dues from my salary and transmit such dues to the Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School District and all its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee's Signature	Date
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- 17.5 The District shall deduct an Agency Fee from the pay of each member of the bargaining unit represented by the Association who is not a member of the Association. The amount shall be equivalent to the United Dues of the Association. These deductions shall be made in twenty (20) consecutive paychecks beginning with the second payroll in September, and shall be transmitted to the Association Treasurer with and for the same time period as other dues deductions. Prior to September 15 of the current school year, the Association will notify the District as to the total amount of the Agency Fee to be deducted. This notification will be in writing, certified by the President of the Association.
- 17.6 Should an employee commence service to the District after the start of the Agency Fee deduction, the Agency Fee due will be prorated and divided equally among the remaining paychecks in the school year.

17.7 The District shall provide for voluntary deduction from salary for NYSUT's Long-Term Disability Income Protection through Mutual of Omaha.

ARTICLE 18

PRIVATE VEHICLES

18.1 Members of the bargaining unit shall not be required to transport students in their private vehicles.

ARTICLE 19

ANNUITIES

19.1 At the initiation of a bargaining unit member, the District will enter into an agreement with a company(s) mutually approved by the Worcester Teachers Association and the District to purchase a Tax Sheltered Annuity. The District serves only to deduct and forward the amount of money agreed to by the company and the unit member and will not be responsible for the performance of the annuity. The District is held harmless by the employee from any loss and/or omission incurred by the member. The employee may have more than one annuity, but is limited to agreements with only the company approved by the Worcester Teachers Association and the District. The number of approved companies cannot exceed five (5).

ARTICLE 20

EXTRA PAY FOR EXTRA DUTY

20.1 **Position** **Compensation**

	2005-06	2006-07	2007-08	2008-09
Athletic Director/Varsity Club Advisor	\$1,641	\$1,707	\$1,775	\$1,846
Soccer, Varsity (Boys)	\$2,637	\$2,743	\$2,853	\$2,967
Soccer, Varsity (Girls)	\$2,637	\$2,743	\$2,853	\$2,967
Soccer, Junior Varsity (Girls)	\$1,454	\$1,512	\$1,573	\$1,636
Soccer, Modified (Girls)	\$1,203	\$1,251	\$1,301	\$1,354
Soccer, Modified (Boys)	\$1,203	\$1,251	\$1,301	\$1,354
Basketball, Varsity (Boys)	\$3,695	\$3,843	\$3,997	\$4,157
Basketball, Varsity (Girls)	\$3,695	\$3,843	\$3,997	\$4,157
Basketball, Junior Varsity (Boys)	\$2,954	\$3,072	\$3,195	\$3,322
Basketball, Junior Varsity (Girls)	\$2,954	\$3,072	\$3,195	\$3,322
Basketball, Modified (Girls)	\$1,454	\$1,512	\$1,573	\$1,635
Basketball, Modified (Boys)	\$1,454	\$1,512	\$1,573	\$1,635
Basketball, Grades 4, 5 and 6 (Boys)	\$281	\$292	\$304	\$316
Basketball, Grades 4, 5 and 6 (Girls)	\$281	\$292	\$304	\$316

Baseball, Varsity	\$2,375	\$2,470	\$2,569	\$2,672
Softball, Varsity	\$2,375	\$2,470	\$2,569	\$2,672
Golf	\$790	\$822	\$855	\$889
*Track & Field	\$2,112	\$2,197	\$2,285	\$2,376
Cheerleading	\$1,185	\$1,232	\$1,281	\$1,332
Marching Band	\$726	\$755	\$785	\$817
Musical Director	\$1,480	\$1,539	\$1,601	\$1,665
Musical Expenses	\$1,679	\$1,746	\$1,816	\$1,888
Music teacher additional duties(shared by two positions)	\$1,000	\$1,040	\$1,082	\$1,125
Senior Class Advisor	\$544	\$566	\$588	\$612
Yearbook Advisor	\$1,641	\$1,707	\$1,775	\$1,846
Student Council Advisor	\$740	\$770	\$801	\$833
French Club Advisor	\$844	\$878	\$913	\$950
S.A.D.D. Club Advisor	\$504	\$525	\$546	\$567
**F.B.L.A. Advisor	\$783	\$814	\$847	\$881
Arts In Education Coordinator	\$844	\$878	\$913	\$950
Elementary Science Coordinator	\$424	\$441	\$459	\$477
Reading Program Coordinator	\$631	\$657	\$683	\$710
Adult Education Instructor	\$26/hr	\$27/hr	\$28/hr	\$29/hr
Summer Curriculum	\$29/hr	\$30/hr	\$31/hr	\$32/hr
Tutor	\$27/hr	\$28/hr	\$29/hr	\$30/hr
Chaperoning	\$20/hr	\$21/hr	\$22/hr	\$23/hr
Detention Monitor	\$21/hr	\$22/hr	\$23/hr	\$24/hr
Basketball Timekeeper (per event)	\$27	\$28	\$29	\$30
Substitute Caller	\$2,323	\$2,416	\$2,513	\$2,613
Prom Committee Advisor	\$424	\$441	\$459	\$477
Basketball Scorekeeper (per event)	\$27	\$28	\$29	\$30
Colorguard	\$450	\$468	\$487	\$506
Indoor Soccer	\$250	\$260	\$270	\$281

- 20.2 Unit members may request recognition for compensation purposes for new clubs or activities on a form provided by the district. By mutual agreement between the Worcester Teachers' Association and the Worcester Central School District Board of Education, any activity not presently included may be added at a negotiated rate. Any activity not operative can be deleted by mutual agreement.
- 20.3 *Track and Field Stipend: Stipend amount shown is for one (1) Coach/Advisor. If this position is shared between two (2) Districts, each district will contribute 50% of the stipend.
- 20.4 All bargaining unit members will be required to volunteer for one event. This assignment need not be covered by the unit member assigned if he/she is able to find a substitute to cover the assignment. One faculty member needs to chaperone each school event.

The process will be as follows:

- a. A volunteer list will be exhausted by order of seniority.
- b. If the list is not filled with the above process, the remaining positions will be open to non-bargaining unit members.
- c. If the list is not filled with the above process, the Superintendent and Union President will meet to decide how to best cover the remaining chaperoning positions.
- d. Chaperoning will be mandated in reverse order of seniority to assign the remaining openings.

20.5 All activities requiring chaperones will be made known and posted by October 1st of each school year subject to revision during the year. No activities may be added to the activity list without two weeks notice.

20.6 Parties agree to use the Labor Management Meetings to determine protocols for chaperoning duties.

20.7 Teachers receiving compensation for an advisory assignment shall not be eligible for additional compensation nor shall their performance of related advisory duties satisfy the obligation of mandatory assignments.

ARTICLE 21

SALARY

21.1 Teachers employed by the Worcester Central School District shall be compensated in accordance with the salary schedules herein for 2005-2009.

21.2 Part-time teachers shall receive the appropriate pro-rata amount of salary.

21.3 Graduate credit hours as approved by the District shall be paid at the following rate during the 2005-2009 school year:

21.3.1 \$42 per hour for credits earned before 7/1/90.

21.3.2 \$44 per hour for credits earned since 7/1/90.

21.3.3 \$46 per hour for credits earned since 7/1/05.

21.4 A Master's Degree differential shall be paid to eligible unit members as indicated below:

21.4.1 \$525 during the 2005-2009 school year.

Unit members will only be compensated the differential for one Master's Degree.

21.5 For the 2005-2006 school year, teachers will receive a 4% increase on their previous year's base pay. For the 2006-2007 school year, teachers will receive a 4% increase on their previous year's base pay. For the 2007-2008 school year, teachers will receive a 4% increase on their previous year's base pay. For the 2008-2009 school year, teachers will receive a 4% increase on their previous year's base pay.

Salary increases of 4% 2005-2006, 4% 2006-2007, 4% 2007-2008, and 4% 2008-2009 include step movement and exclude longevity payments and all other forms of compensation.

21.6 Longevity's:

21.6.1 Years of Service to
Worcester Central School District Longevity Stipend*

	2005-06	Total	2006-07	Total	2007-08	Total	2008-09	Total
Upon commencement of:								
4th through 9th year of service	\$340		\$340		\$340		\$340	
10th through 14th year of service	\$426	\$766	\$443	\$783	\$461	\$801	\$479	\$819
15th through 19th year of service	\$456	\$1,222	\$474	\$1,257	\$493	\$1,294	\$513	\$1,332
20th through 24th year of service	\$487	\$1,709	\$506	\$1,763	\$526	\$1,820	\$547	\$1,880
25th year of service and beyond	\$608	\$2,317	\$633	\$2,396	\$658	\$2,478	\$684	\$2,564
*not applicable to LTAs								

Employees whose most recent date of hire is July 1, 1999 or later shall have their longevity amount prorated.

LTA schedule

2005-06	2006-07	2007-08	2008-09
\$14,200	\$14,456	\$14,716	\$14,981
	\$14,768	\$15,034	\$15,305
		\$15,359	\$15,636
			\$15,973

ARTICLE 22

GRIEVANCE PROCEDURE

22.1 Section I Declaration of Purpose

22.1.1 It is the purpose of this procedure to secure, at the lowest possible administrative level, solutions to alleged grievances.

22.2 Section II Definitions

- 22.2.1 A Grievance shall mean any violation of this agreement or any dispute with respect to its meaning or application; and which is in compliance with this grievance procedure.
- 22.2.2 The term Supervisor shall mean any Principal, Assistant Principal, Immediate Supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Chief Executive Officer.
- 22.2.3 The Chief Executive Officer is the Superintendent of Schools or the Principal of the District, as the case may be.
- 22.2.4 Association shall mean the Worcester Teachers' Association.
- 22.2.5 Aggrieved Party shall mean any person, group of persons in the negotiating unit, or the Worcester Teachers' Association.
- 22.2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 22.2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances thereunder.
- 22.2.8 Days shall mean days school is in session except that between July 1 and August 31 it shall mean days other than Saturday, Sunday, or a legal holiday.

22.3 Section III Procedure

- 22.3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision in this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.

22.4 Section III Procedure continued

- 22.4.1 Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.

- 22.4.2 The preparation and processing of grievances insofar as practicable shall be conducted outside the hours of actual classroom teaching. Conferences and meetings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the Superintendent and grievant, conferences or meetings must be held during working hours, persons who participate shall be excused from their assignments without loss of pay. Notwithstanding any of the foregoing, there shall be no interference with the instructional programs. The grievant may be represented by the Association at any or all steps in the grievance procedure.
- 22.4.3 The Board of Education and the Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 22.4.4 Except as otherwise provided in Articles 5.1 A, and 5.1 B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance.
- 22.4.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 22.4.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 22.4.7 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while each adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 22.4.8 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally

determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

22.4.9 Each party to this procedure shall be responsible for accumulating and maintaining any grievance record either party deems necessary.

22.5 Section IV Time Limits

22.5.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

22.5.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within twenty (20) days after the teacher knew or should have known of the act or condition on which the grievance is based.

22.5.3 If a decision of one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

22.6 Section IV Time Limits continued

22.6.1 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.

22.6.2 Under no circumstances will an alleged grievance occurring within the last thirty (30) days of the school year be set aside until the following year, except by mutual consent.

22.7 Section V Stages

22.7.1 Stage 1 Supervisor

22.7.1.1 The grievant will discuss a grievance with his/her Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party of interest with whom consultation has been had without the aggrieved party or his/her representative present. If the grievant submits the grievance

through a representative, the grievant may be present during the discussion of the grievance.

22.7.1.2 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) days after the written grievance is presented to him/her, the Supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the aggrieved party.

22.8 Section V Stages

22.8.1 Stage 2 Chief Executive Officer

22.8.1.1 If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the grievant shall, within five (5) days, file a written appeal of the decision with the Chief Executive Officer. The appeal shall include a statement of how and why the decision at Stage 1 is unsatisfactory and is not in compliance with the section of this agreement which is alleged to have been violated.

22.8.1.2 Within five (5) days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall hold a meeting with the grievant or the grievant's representative and all other parties in interest.

22.8.1.3 The Chief Executive Officer shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within five (5) days after the conclusion of the meeting.

22.8.2 Stage 3 Board of Education

22.8.2.1 If the aggrieved party is not satisfied with the decision rendered at Stage 2, within ten (10) days of receipt of that decision the aggrieved party may file a written appeal to the Board of Education.

22.8.2.2 Within ten (10) days after receipt of an appeal, the Board of Education shall hold a meeting on the grievance. The hearing shall be conducted in executive session. Both parties may have representatives of their choice present with them at the meeting.

22.8.2.3 The Board of Education shall render its report and decision on the grievance in writing to the aggrieved party and his or

her representative within ten (10) days after the conclusion of the hearing. The report shall include a statement of findings of fact, conclusions and recommendations.

- 22.9 Section V Stages
- 22.9.1 Stage 4 Arbitration
- 22.9.1.1 In the event the Association's Executive Committee is not satisfied with the decision rendered at Stage 3, the Committee may submit the alleged grievance to arbitration by notifying the Board of Education in writing within ten (10) days after receipt of the decision at Stage 3.
- 22.9.1.2 Within ten (10) days after submission to arbitration, the Association or the Board of Education will notify the American Arbitration Association of the alleged grievance and request the services of an arbitrator. Both the aggrieved party and the Board of Education will be bound by the rules and procedures of the American Arbitration Association.
- 22.9.1.3 The arbitrator will hear the matter promptly and will issue his/her decision, if possible, not later than twenty (20) calendar days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues.
- 22.9.1.4 The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement, which is at issue. Effective July 1, 1988, the decision of the arbitrator shall be final and binding upon the parties.
- 22.9.1.5 The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE 23

CONTINUATION OF EMPLOYMENT

- 23.1 The initial appointment of a probationary teacher shall be consistent with New York State Education Law in number of years its duration.
- 23.2 The decision in regard to the granting or not granting of tenure is final following the Board of Education's consideration of the case provided that:
- 23.2.1 The employee has been given forewarning of the possible or probable consequences of the employee's teaching performance.
- 23.2.2 The employer has made a fair investigation into the case.
- 23.2.3 Decisions are communicated to the employee in writing together with the appropriate reasons.
- 23.3 In any dismissal proceeding regarding a tenured teacher, the dismissal shall be for good reason as defined by New York State Education Law and such dismissal may be appealed through the grievance procedure.
- 23.4 At least once a year (prior) to March 1, a probationary will be notified of his/her present level of acceptability regarding District standards for tenure.

ARTICLE 24

TERMS RELATED TO THE EDUCATION OF STUDENTS WITH DISAIBILITIES

- 24.1 No teacher shall be assigned duties with a student with special educational needs unless the teacher has had special training appropriate for the instruction of such students or the teacher and the Committee agree to its feasibility.
- 24.2 When students with disabilities are placed in classrooms in situations where the disabilities create a safety, health or welfare hazard for such a student or others in the classroom, the District assumes all liability for the consequences except in the cases of teacher negligence.
- 24.3 Teachers will be given access to all pertinent and/or required educational testing results, medical examinations and reports, personal history and data necessary to properly assess and identify the student's needs except items deemed to be confidential bylaw.
- 24.4 The special education teacher will make every attempt to establish mutually an acceptable time and place for the parent conferences.

- 24.5 Clerical, telephone, and other assistance will be provided by the District to accomplish the aim of the conference.
- 24.6 The Association will propose to the Superintendent, by March 1 of each year, any in-service training that may be needed to service students with disability conditions.

ARTICLE 25

WORKDAY

- 25.1 The school day for teachers shall be a maximum of seven (7) hours and ten (10) minutes inclusive of a thirty (30) minute duty-free lunch period. If necessary, five (5) teachers per school day shall report ten (10) minutes prior to the normal teacher reporting time for the purpose of student supervision. This duty shall be rotated on a two-week basis. The least senior teachers shall be assigned to start the rotation process.
- 25.2. Whenever possible, faculty meetings will be held on the first Wednesday of each month. The District shall continue to provide a daily preparation period(s) to each unit member.
- 25.3 The District will schedule a one-half (1/2) day of release time once each quarter for the purpose of staff development, mentoring, new programming and grade level meetings. This will be in addition to the conference days

ARTICLE 26

VACANCY PREFERENCE

- 26.1 Teachers excessed because of staff reduction will be given preference by seniority in filling positions such as substitute and temporary replacement assignments, provided certification requirements for the position(s) are met. Such an appointment will continue as long as performance is satisfactory.

ARTICLE 27

RETIREMENT

- 27.1 A retirement incentive shall be available to teachers who have a minimum of twenty (20) full-time years of service to the District. Such retirement incentive shall be subject to the following conditions:

A. Retirement Incentive

- 27.1.1 The employee must retire at the end of a semester during the school year in which he/she first becomes eligible to retire and receive unreduced benefits from the New York State Teachers Retirement System.
- 27.1.2 The employee must notify the Superintendent of Schools in writing of his/her election to exercise the early retirement option. Notice must be made a minimum of one hundred twenty (120) days prior to the last date of service to the District.
- 27.1.3 An employee eligible for the Retirement Incentive subject to the District's Years of Service Requirements (20 years minimum) and NYS Teacher Retirement Laws will qualify for a combined benefit as follows in paragraph 1:

Combined Retirement incentive Benefit

A \$7,000 cash payment and up to \$9,900 in payment for unused accumulated leave. The unused accumulated sick leave shall be calculated by multiplying the number of sick leave days unused times \$40 up to 200 days. The total maximum combined benefit may not exceed \$16,900. In order to qualify for unused sick days at retirement, teachers must have at least 50 days of sick leave in their sick leave accumulation at the time of retirement. Any teacher with less than 50 days will not qualify.

B. Retirement

- 27.1.4 Payment for Unused Sick Leave Benefit (not applicable to LTAs)
Any teacher who does not qualify for the combined retirement incentive described above, may receive payment for unused accumulated sick leave at the time of retirement as follows.
1. Any teacher who has accumulated at the time of retirement between 50 days of accumulated sick leave and 149 days of sick leave shall receive \$28 for each day.
 2. Any teacher who accumulated at the time of retirement between 150 days and 200 days shall receive \$40 for each day.
 3. Any teacher who accumulated at the time of retirement between 200 days and 220 days shall receive \$45 for each day.

4. As an illustration, if a bargaining unit member has 149 days, that person will receive \$28 for each day (or $149 \times \$28 = \$4,172$). Unit members with accumulations of between 150 days and 200 days shall receive \$40 a day (or $\$40 \times 150 = \$6,000$). Unit members with accumulations of between 200 days and 220 days shall receive \$45 a day (or $\$45 \times 200 = \$9,000$). The parties specifically understand that any unit member who does not have 50 days of accumulated sick leave shall waive any and all rights to the benefits under this provision.

27.1.5 The employee shall receive a lump sum payment of the total appropriate benefit into a 403(b) Non-elective Employer Contribution no less than thirty days after retirement. (see attached addendum)

ARTICLE 28

ADVISORY COUNCIL

28.1 The parties herein mutually agree to establish an Advisory Council, which shall meet on an ad-hoc basis at the request of either party. Said council shall promulgate rules and procedures relative to its operation.

ARTICLE 29

Mentoring Plan

Program caveats.

1. This is a volunteer, compensated program for mentors. Mandatory, non-compensated program for mentees. Program participation is strongly encouraged, not required, for teachers who qualify for Level 2 mentoring.
2. The primary purposes of the mentoring program are: a.) To increase the retention of new teachers and improve their ability to assist students to achieve consistent with the State learning standards. b.) To promote the personal and professional well being of new teachers.
3. Both mentor and mentee will understand,
 - a. that they have the full support of the administration.
 - b. that their relationship is meant to be positive and nurturing.
 - c. each of their respective roles in the relationship
 - d. that administration will not utilize any observations or findings of mentor as part of any evaluation.

4. Preference will be given to teachers who have tenure in the area presently being taught by mentee and will be selected by the Superintendent (recommendations to be made by Mentor Committee) with final approval by the Board of Education. Assignments of mentors to mentees will be made as soon as possible after hiring. There is no guarantee that a mentor will be selected as a mentor the following year.
5. Should a mentor need to be replaced during the year it shall be the sole responsibility of the superintendent to find a replacement.
6. The mentor will not be evaluated in the role of mentor.
7. Level 1 mentors and mentees shall be required to clock **4 hours per month** of structured interaction. Level 2 mentors and mentees shall be required to clock **1 hour per month** of structured interaction. A level 2 mentor may choose to mentor up to three mentees.
8. Summer training sessions are required for both new mentor and new mentee for Level 1. This training will be made available to Level 2 mentors and mentees. The district will support continued training of mentors as appropriate. Additional release time may be made available, for training during the school year, upon demonstration of need and approval of administration.
9. Mentees will be defined as a non-tenured teacher in year one or year two in the district.
10. The mentor and mentee shall keep a log of contact times and mentoring activities to document the process. Hours of contact shall count towards the NYS required professional development time. Logs shall be turned into administration at the end of the school year.
11. Casual contact between the mentor and mentee is encouraged throughout the workday.

The outline of the program is as follows.

LEVEL 1—Level 1 mentors and mentees shall be required to clock **4 hours per month** of structured interaction

1. The New teacher shall attend the new teacher workshop (*prior to start of school*).
2. Two hours of pre-school (summer) orientation for the Mentor and Mentee (*prior to the start of school*) in coordination with administrative orientation.
3. Mentor shall attend Mentor Training session, either at BOCES or a local session.
4. Mentor and new teacher may attend BOCES Mentor-New Teacher training (*prior to start of school*).
5. First day introduction to faculty, pairing with mentor.

6. Mentor and Mentee shall follow the jointly establish 'topics' calendar so that many areas of the teaching profession are given a platform for discussion. (eg. September—Classroom control, October—Planning, November—Assessment, December—Effective use of technology in the classroom, etc...). This calendar will be made available to administration when completed.
7. Mentor and mentee will conference, after school, 2-hours per month. This time will be compensated at the Curriculum rate.
8. During school year. Mentor will observe mentee twice, and vice versa. (*½ day release time provided for both Mentor and Mentee to observe*) A post-observation conference to discuss findings will be held after each observation. (*First observation to be held during the first month—Second observation to be held between January and March*)
9. ½ day release provided at end of year for assistance with end of year assessments and assessment prep.
10. Mentor and mentee will complete a questionnaire designed to evaluate the program. An end of year meeting will occur between all mentors and mentees with the purpose of program evaluation and improvement.
11. Mentor committee will meet at the end of each year to consider program evaluation and recommend improvements.

LEVEL 2—Level 2 mentors and mentees shall be required to clock **1 hour per month** of structured interaction.

1. The New teacher shall attend the new teacher BOCES workshop (*prior to start of school*).
2. Mentor shall attend Mentor Training session, either at BOCES or a locally provided session.
3. First day introduction to faculty, pairing with mentor.
4. Mentor and Mentee shall follow the jointly establish 'topics' calendar so that many areas of the teaching profession are given a platform for discussion. (eg. September—Classroom control, October—Planning, November—Assessment, December—Effective use of technology in the classroom, etc...)
5. During school year. Mentor may observe mentee once, and vice versa. (*½ day release time provided for both Mentor and Mentee to observe*) A post-observation conference to discuss findings may be held after each observation. (*Observation date to be jointly established*).

6. Mentor and mentee may conference, after school, up to 2-hours per month. This time will be compensated at the Curriculum rate.
7. ½ day release provided at end of year for assistance with end of year assessments and assessment prep.
8. Mentor and mentee will complete a questionnaire designed to evaluate the program. An end of year meeting will occur between all mentors and mentees with the purpose of program evaluation and improvement.
9. Mentor committee will meet at the end of each year to consider program evaluation and recommend improvements.

Respective Roles

Mentor	Mentee
Builds trust and rapport with Mentee	maintain a log of contact hours and activities
Serves in confidential manner	engage in dialogue with Mentor
Communicates about the school's culture and operating procedures	Come to meetings with Mentor prepared with questions and relevant documents
Assists in developing classroom management skills and techniques, scheduling, and organization	Is open to criticism and suggestions
Provides resources (human & material)	Observes instruction
Models instruction for the new teacher	Discusses questions with mentor
Observes instruction	
Assists in instructional planning with new teacher	
Works as a peer coach	
'team teaches' when appropriate	
Orients the new teacher to the school culture	
Facilitates interaction with colleagues	
Assists new teacher with self-evaluation	

Prohibited use of information obtained by mentor through program.

The district may not use information obtained by a mentor through his/her interaction with a new teacher for evaluation or discipline of that teacher unless withholding such information

- a. poses a danger to the life, health or safety of an individual, including students and staff;
- b. unless the information indicates that the new teacher has been convicted of a crime or has committed an act that calls into question the teacher's moral character.

Maintenance of records documenting program implementation.

The district is required to maintain documentation of the implementation of mentoring program. Such documentation must include, for each individual receiving mentoring pursuant said program:

- the name of the individual;
- his or her teacher certificate identification number;
- the type of mentoring activity;
- the number of clock hours successfully completed in mentoring activity;
- the name and teacher certificate identification number of the individual who provided the mentoring;

These records must be maintained by the school district for at least seven years from the completion date of the mentoring activity and must be made available for review by the State Education Department.

Compensation—

Level 1	\$1100
Level 2	\$500 per mentee (with a maximum of 3 mentees)

A first year reopener to access the program.

ARTICLE 30

SCOPE OF AGREEMENT

- 29.1 This contract shall be effective as of July 1, 2005 and continue to June 30, 2009.
- 29.2 **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**
- 29.3 Except as expressly limited by the provisions of this agreement, the authority, rights and responsibilities delineated under law to this Board are retained by said Board.
- 29.4 The District will provide the Association with a copy of this agreement for each member of the bargaining unit, as soon as is practicable after the signing and printing is completed and ten (10) additional copies for the Association.
- 29.5 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

29.6 Any and all Memorandums of Agreement reached during the term of the current agreement are added to and made part of this document.

29.7 The parties here have hereunto set their hands and seals this ____day of _____.

For the Worcester Central School District:

Michelle Empie, President
Board of Education

Date:_____

John Selover
Superintendent of Schools

Date:_____

For the Worcester Teachers Association:

Lorena Reid
Co-President

Date:_____

Aileen Head
Co-President

Date:_____

SIDE BAR LETTER

For the duration of this contract the following confirms discussions on the topics indicated below:

WORKYEAR - The work year will run one hundred eighty (180) school days including four (4) conference days. It is agreed that this work year will remain in existence for the life of the contract as long as it is consistent with existing laws, rules and regulations of the State of New York. The district and Association agree to meet jointly (President and Superintendent) by April 1 to discuss and schedule the use of unused snow days in each school year.

OPEN HOUSE – Open House will be held in the fall for elementary and secondary teachers. Format for open houses will be developed cooperatively and shall not exceed one hour.

FALL TEACHER CONFERENCE – The fall parent-teacher conference will be held in the first year of this agreement on one conference day with the time to be flexed from 1:00 – 4PM and 5-7PM. In subsequent years of this agreement the parties will meet to mutually adjust or modify as deemed appropriate. Should there be no agreement concerning these adjustments or modifications, the conferences shall revert to the past practice.

APPENDIX A

SALARY SCHEDULES

STEP	2005-2006	2006-2007	2007-2008	2008-2009
1	\$31,331	\$31,889	\$32,441	\$32,987
2	\$32,000	\$32,584	\$33,164	\$33,739
3	\$32,668	\$33,280	\$33,888	\$34,491
4	\$33,337	\$33,975	\$34,611	\$35,243
5	\$34,007	\$34,671	\$35,334	\$35,995
6	\$34,677	\$35,367	\$36,058	\$36,748
7	\$35,345	\$36,064	\$36,782	\$37,500
8	\$35,959	\$36,759	\$37,506	\$38,253
9	\$36,688	\$37,397	\$38,230	\$39,007
10	\$37,414	\$38,156	\$38,893	\$39,759
11	\$38,144	\$38,911	\$39,682	\$40,449
12	\$38,874	\$39,670	\$40,467	\$41,269
13	\$39,603	\$40,429	\$41,257	\$42,086
14	\$40,352	\$41,187	\$42,046	\$42,907
15	\$41,086	\$41,966	\$42,835	\$43,728
16	\$41,823	\$42,730	\$43,645	\$44,548
17	\$42,559	\$43,495	\$44,439	\$45,391
18	\$43,297	\$44,261	\$45,235	\$46,216
19	\$44,050	\$45,029	\$46,032	\$47,045
20	\$44,822	\$45,812	\$46,830	\$47,873
21	\$45,613	\$46,615	\$47,645	\$48,704
22	\$46,426	\$47,438	\$48,479	\$49,551
23	\$47,258	\$48,283	\$49,335	\$50,419
24	\$48,108	\$49,148	\$50,214	\$51,309
25	\$48,983	\$50,033	\$51,114	\$52,222

Off-Step:

Any returning full-time teacher beyond Step 25 during the 2005-2006 school year shall receive a 4% increase of his/her previous year's base salary.

Any returning full-time teacher beyond Step 25 during the 206-2007 school year shall receive a 4% increase of his/her previous year's base salary.

Any returning full-time teacher beyond Step 25 during the 2007-2008 school year shall receive a 4% increase of his/her previous year's base salary.

Any returning full-time teacher beyond Step 25 during the 2008-2009 school year shall receive a 4% increase of his/her previous year's base salary.

APPENDIX B

WORCESTER CENTRAL SCHOOL DISTRICT

Withdrawal From Health Insurance Coverage

Pursuant to the provisions of Article 11 of the Collective Bargaining Agreements between the Worcester Central School District and the Worcester Teachers Association. I, _____, hereby elect to withdraw from, or not join, the Health (Print Name of Teacher) Insurance program (hereinafter the "program") that is available to teachers in the Worcester Central School District.

I understand that I have the right to elect coverage in the Program for myself and my family, if I am so eligible, I understand that if I elect to withdraw from, or not join, such Program, that I will not be eligible for any benefits from such Program. I understand that the District will not, in any way, be responsible for any health insurance obligations as a result of my withdrawal from the Program. I have also been advised that I should not elect to withdraw from such Program without sufficient health insurance protection elsewhere.

I further understand that I will not be eligible to rejoin the Program until the next September following my application to rejoin unless I lose coverage through no fault of my own by a divorce, death of a covered spouse, or loss of health coverage by my spouse through loss of employment or other bona fide reason. In the event of an employee who rejoins the plan due to one of the above circumstances, the employee will receive a prorated amount of the buyout. In the event she/he has received funds, which exceed the prorata amount due at the time she/he rejoins, she/he must repay the District such amount.

It is understood that the amount I will be receiving for waiving my right to join the Program is \$750. Such payment shall be made in two (2) equal installments. The first payment shall be made in the last pay period in December and the final payment shall be made in the last pay period in June.

Signature of Teacher

Dated: _____

Witness _____